ROOSEVELT TAKES **CUE FROM TOGO**

Address of Japanese Admiral Amalgamated in U. S. Navy Department Order.

SAGE ADVICE TO PEOPLE ON UTILITY OF WARSHIPS

Naval Personnel Should Be at Highest Pitch, Always Prepared for War.

WASHINGTON, Feb. 28.-President Roosevelt has addressed to the Secretary of War, who has promulgated the same in a general order, a letter reciting the achievements of the Japanese Admiral,

achievements of the Japanese Admiral, Togo, during the late war between Japan and Russia, and repeating for the benefit of American solders and sailors the address Issued by the Admiral upon the conclusion of the war.

The portion of the address of Admiral Togo quoted by the President follows:

The war of twenty months' duration is now a thing of the past, and our united squadron, having completed its functions, is to be forthwith dispersed. But our duties as naval men are not at all lightened for that reason. To preserve in perpetuity the fruits of this war, to promote to even greater heights of prosperity the fortunes of the country, the navy which, irrespective of peace or war, has to stand between the empire and shocks from abroad, must maintain lits strength at sea and must be prepared to meet any emergence. and shocks from automoust be prepared to meet any emergency.

This strength does not consist wholly in ships and armaments, it consists also

material ability to utilize ots. When we understand that In material ability to utilize some agents. When we understand that one gun which scores a 100 per cent of hits is a match for a hundred of the enemy's gons, each of which scores I per cent, it becomes evident that we sallors must have recourse before everything to the strength, which is over and above externals.

strength which is over and above externals.

The triumphs recently won by our navy are largely to be attributed to the habitual training which enabled us to garner the fruits of the fighting. If, then, we infer the future from the past, we recognize that though we may cense, we cannot abandon ourselves to ease and rest. A solder's whole life is one continuous and unceasing battle, and there is no reason why his responsibilities should vary with the state of the times. In days of crisis he has to display his attength; in days of peace to accumulate it, thus perpetually discharging his duties to the full. If men calling themselves sailors grasp at the pleasures of peace, thoy will learn the lesson that however fine in appearance their engines of war, these like a house built on the sand will fall at the first approach of the storm.

American and English Navies.

American and English Navies.

American and English Navies.

"When in ancient times we conquered Korea that country remained over 400 years under our control, only to be lost immediately so soon as our navy declined. Again, when under the sway of the Tokugawa in modern days our armaments were neglected, the coming of a few American ships threw us into distress.

"On the other hand, the British navy, which wen the battles of the Nile and of Trafalgar, not only made England as secure as a great mountain, but also by thenceforth carefully maintaining its strength, and keeping if on a level with the world's progress, has safeguarded that country's interests and promoted its fortunes.

"For such lessons, whether ancient or modern, Occidental or Oriental, though to some extent they are the outcome of political happenings, must be regarded as in the main the natural result of whether the soldler remembers war in the day of peace.

"We naval men who have survived the

war must plan future developments and seek not to fall beyond the progress of the time. If in keeping the instructions of the time. If in keeping the instructions of our sovereign ever graven on our hearts we so earnestly and diligently put forth our full atrength and await what the hour may bring forth, we shall then have discharged our great duty of perpetually guarding our country.

"TOGO HEIHACHIRO."

CLAIM HE OWES \$250,000

Alleged Creditors Petition Court to Declare Mining Promoter Bankrupt.

Declare Mining Promoter Bankrupt.

SAN FRANCISCO, Feb. 28.—A petition to have Riley A. Boggess, a mining promoter, declared bankrupt was filed in the United States District court today by J. mes K. Burch. Frank C. Sunder and Thomas H. Spaulding. The petition sets forth that Boggess is a debtor to various persons in a sum that exceeds \$250,000 and that his property, exclusive of that which he is recently alleged to have safeguarded by transference, amounts to practically nothing.

It is prayed that his books may be investigated by the court to find the real state of his business. Frank M. Stone of New York is cited in the petition as the holder of 750,005 shares of stock in the Imperial Quicksilver Mining company of Lake county, which Boggess it is said, transferred to him.

The petition also charges that Boggess has transferred 235,005 shares of the Southwestern Smelting and Refining company of Arlzona to F. M. Stone as a preferred creditor. The petition further charges that Boggess has concealed \$500 shares of the capital stock of the Bank of Benson, Arizona, from his creditors.

FRAUDULENT LAND DEALS

Oregon Land Board Declares Certificates Void Covering 20,000 Acres.

SALEM, Or. Feb. 3.—The State land board this afternoon adopted formal resolutions canceling and declaring void all certificates held by Delaitre Bros. and allied interests, purchased through A. T. Keliher of Chicago, recently convicted in this city of fraudulent land transactions, and covering 2000 acres.

this city of fraudulent land transactions, and covering 2000 acres.

The board recites its findings that upon investigation it is found all the applications upon which certificates were based were forged and fraudulent and therefore void. The board specifically declares the Delaitres were not parties to the fraud in making amilications, but purchased them from parties who executed the frauds.

CHARGES GRAFT OF MILLIONS

Mining Men Ask Congress to Investi-

gate U. S. Minister to Bolivia. WASHINGTON. Feb. 3.—Oils S. Gage of New York 2nd N. T. Crutchfeld of Louisville, Ky., today urged the House Committee on Poreign Affairs to make a favorable report on the Gilbert resolution to investigate charges against W. B. Soraby, the United States Minister to Bolivia.

Mr. Oggs, who was associated with Mr. Soraby in mining developments in Ecuador, charged that Soraby was a party to the ruly of an American mining company by a hond twue alleged to have been fraudulent, and a foreclosure sale without notice to American owners.

owners

It was slieged by Mr. Gage that mining property worth millions was sold in an outof-the-way place without proper notice for

Sugar King Is Ill.

SAN FRANCISCO, Feb. 28 - John D. Spreckels is seriously ill at his home in this city, suffering from an attack of la grippe. He is said to be in no immediate

CORPORATIONS AS BAR TO STATEHOOD

Senator Hopkins Charges Mines and Railroads Standing in Way of a Union.

WASHINGTON, Feb. B.-The Senate today agreed to vote on the Statehood bill before ad-journment on Friday, March 9. The proposition to take the vote at that time was made by Mr. Beveridge and there was little difficulty n reaching an understanding. The suggestion nmediately followed a speech in support of the bill by Mr. Hopkins, during the course of which Mr. Hale suggested that the Territories were not prepared for Statehood and suggested that their admission be deferred.

The remainder of the day was devoted to the discussion of the bill providing for the settlement of the affairs of the five civilized tribes of indians, the major perion of the time being given to the provision for the disposal of the coal lands in Indian Territory.

Mines Blocking Statehood.

Mines Blocking Statehood.

Mr. Hopkins discussed the charge that the railroad and mining corporations of Arlzona were standing in the way of the union of that Territory with New Mexico, and when Mr. Dubeds asked some questions on that point Mr. Noison replied that those two interests dominate the Legislature of Arizona, and hadded the opinion that the union of the two Territories as one State would have the effect of minimizing the evil. In reply to Mr. Dubols as to how the union would improve the situation, Mr. Nelson said that while no protests against consolidation and come from the corporations of New Mexico, most of the opposition in Arizona came from the railroads and the copper mines. He dided hat these interests pay less taxes in property of the other Interests.

Mr. Carter made the point that under Constitution of the saile of property than do ther Interests.

er interests.

r. Carter made the point that under Conssional control it would be easier to acplieh that result in a Territory than in a

Sinte.

Mr. Nelson replied to this point with a general exposition of conditions in both Arizons and New Mexico, not altogether favorable to those Territories. This statement brought Mr. Hale to his feet with the inquiry

Suggests Territories Remain as Now. Whether it is not logical to conclude that erritories should not be admitted at all at

dded that he dld not want to be under

He added that he did not want to be understood as indicating a purpose to vote against the bill, but that it seemed to him that it would be wiser to permit the two Territories to remain as they now stand.

After further debate the date of the note was fixed at 4 o'clock Friday, March 8.

The Indian settlement bill was then taken up, and Mr. Aldrich suggested that, in view of the importance of the subject involved and the lack of information on the part of the Senat, the whole matter should be deferred. He urged the adoption of a resolution extends; the tribal government until June 4, 1986, and asked for the immediate consideration of the resolution, but Mr. Spooner objected, and it went over until tomorrow.

The Humors of Rural Delivery.

The rural carrier has troubles, just begin

recommend for a sick baby, and to "step" down to the express office and see if there is a package there for them, and if there is to please bring it out. They place letters and packages in the mail box without stamps, with written requests to deliver to partles living along the route.

A rural carrier in Saginaw county, Michtgan, received the following.

"Friend Fred:—As you run the free delivery by my house, I would like you to bring me on your next urip a barrel of salt, two sacks of four, also a ton of coal and three spools of wire, then throw a set of whithe-trees and an evenier under the seet. When you bome by Marion Walker's get two of his largest chick-ch-coops and bring them along, then I can have my turkeys caught an you can take them to fown. Had I better get it out alongside the road, or will you go into the woods after its I think this free delivery is a great thing for its rural people."—Henry A Castie, former auditor of the Postoffice department in Harper's Weekly.

To Open Coeur d'Alene Reserve.

WASHINGTON, D. C., Feb. 25.—Representative French has introduced a bill authorizing the President to open up the Coeur d'Alene Indian reservation, which will throw open to settlement half a million acres. The bill provides to allot land to each of the 500 Indians now on the reservation in lots of eighty acres each.

BOY'S HEAD ONE SOLID SORE

Hair All Came Out and He Suffered Very Much - Under Doctor Three Months and No Better-Permanently Cured at Expense of \$2.

CUTICURA REMEDIES WORK WONDERS

Mr. A. C. Barnett, proprietor of a general store in Avard, Oklahoma, tells in the following grateful letter how Cuticura cured him and his son of terrible eczemas:

"My little boy had eczema. His head was one solid sore, all over his scalp; his hair all came out, and he suffered very much. I had a physician treat him, but at the end of three months he was no better. I remem-bered that the Cuticura Remedies had cured me, and after giving him two bottles of Cuticura Resolvent, according to directions, and using Cuticura Soap and Ointment on him daily, his eczema left him, his hair grew again, and neither he nor myself have had any eczema since.

As to his own case, Mr. Barnett says; "I suffered with eczema, a burning, itching, breaking out on my face for more than a year. I took treatment from physicians for several months, which did no good. I was then advised to try Cuticura. I took six bottles of Cuticura Resolvent, and used Cuticura Soap and Ointment freely every day. I began to improve soon after starting to use them, and when I had taken the six bottles of the Resolvent my face had become clear, I had good color, and all erup-

tions had left me.
"We use the Cuticura Soap and Ointment in our family now for general use, and it keeps our skin soft and healthy. I cheerfully recommend the Cuticura Remedies for all cases of eczema. (signed) A C. Barnett, Avard, Oklahoma, Mar. 30, 1905."

Complete External and Internal Treatment for every flumor, from Pimples to Scrotula, from Infancy to Age, consisting of Cutioura Soap, Etc., Oitment, Soc., Resolvent, Soc., (In form of Chocolate Costed Pills, Etc. per vial of 601, may be had of all druggiets. A single set often cures. Peters Drug & Chem. Corp., Soile Prope., Booton.

ar Ma. led Free, "All about the Salo, Scaip, and Hair."

PEKING APPROVES THE MISSIONARY OUTRAGES

Spread of Anti-Foreign Feeling in China Near Amoy Goes Unchecked.

MANILA, Feb. 28.-A leading American firm in this city has revelved the following cablegram from Canton, China:

The boycott has greatly encouraged the anti-foreign feeling. Teachers, reformers, agitators and the native newspapers now have the power of that as-sociation behind them, causing a remark-able growth in the reform party and se-cret societies, while the anti-foreign, anti-dynastic Viceroy of Canton, by his auto-cratic ruling and his antigonistic atti-tude to the foreign Consuls, encouraged the masses of the people in their anti-foreign feeling. foreign feeling.
'In the Prefecture of Chang Chew, near

"In the Prefecture of Chang Chew, near Amoy, recent outrages against foreign church procedure, approved by Peking, has strengthened the revolutionary forces, who are now eager to try conclusions with the Government.

Hot-Bed of Revolution.

"In a portion of China, between the Yangtse valley and the Hongkong dis-trict, a dangerous anti-foreign feeling ex-ists, which is likely to break out at any moment."
The Federal troops here are preparing against expected outbreak,

Gunboat on the Way.

PEKING, Feb. 28—American Consul-General Redgere telegraphs from Shang-hai that the fourteen American mission-aries who fied from Nanchang all reached Kiuklang in safety.

The American gunboat El Sano is pro-ceeding from Nanking to the scene of the trouble.

AN ORDINANCE.

Granting to Western Pacific Railway ompany a right of way in and across ertain streets in Salt Lake City, Utah. it ordained by the City Council of Salt Lake City, Utah:

Section 1. A franchise and right of way

Sait Lake City, Utah:

Section 1. A franchise and right of way is hereby granted to Western Pacific Railway company, its successors and assigns, to construct, maintain and operate double etiandard-gauge main tracks, with side and switch tracks and cross-overs, from the tracks of the Rio Grande Western Railway company in Fourth West street, between South Temple and First South streets, in Sait Lake City, Utah, to the western boundary of Sait Lake City; such line is approximately described as follows, to wit:

Commencing in Fourth West street a little south of First South street, and thence curving to the left and running a little north of the center of block \$1, plat A, blocks 9, 59, 51, 52 and part of \$3, plat C, all in Sait Lake City survey, and then curving slightly to the left and crossing the Jordan river a little north of First South street, and thence across First South street, and thence slightly southwesterly to the western boundary of Sait Lake City.

A franchise and right of way is also hereby granted to such grantee, its successors and assigns, to construct, maintain and operate connections to the north and south with the tracks of the Rio Grande Western Railway company in Sixth West street, also the right to construct, maintain and operate two connecting tracks from the main tracks of the Rio Grande Western Railway company in Sixth West street, also the right to construct, maintain and operate two connecting tracks from the main tracks of the Rio Grande Western Railway company in Sixth West street, one curving to the left and entering the northwest portion of block 49 plat C, Sait Lake City survey, and the other curving to the right and entering the southwest portion of such block.

Sec 2. During the term of this franchise the said grantee shall be subject to the following conditions, viz.

First—That so far as said railway tracks shall be seross public streets, the same shall conform to the established grade of the streets which they cross, and if said grade is afterward changed by order of the Cit

grade of the streets which they cross; and if said grade is afterward changed by order of the City Council, the grantee shall, at its own expense, change the tracks so as to conform to the established grade. Whenever any of the streets across which such railway tracks are built shall be paved, the said grantee, its successors and assigns, shall pave between the rails and for a space of two feet outside of each rail with the same material as that used in the street pavement.

Second—That said grantee shall gravel and maintain in good condition at the catahlished grade the width of the track and ties across streets, including side-walks, subject to the approval of the Supervisor of Streets.

Third—Said grantee shall put in and maintain such crossings where the line of

rallway tracks intersects the streets of said city as shall from time to time be required by the City Courcil. Fourth—The tracks shall be laid and

Fourth—The tracks shall be laid and the road operated so as to cause no unnecessary impediment to the common and ordinary use of said streets which they cross, except as herein provided.

Fifth—That said grantee, its successors and assigns, shall lay and maintain sufficient boxes or pipes to convey all the water required to flow over the streets crossed by said milway tracks, the same to be of such dimensions as will permit the free passage of all water ordinarily flowing in or across such streets, including all streets crossed as well as those not crossed, and where said boxes or pipes are laid along the lines of streets now existing, but which may be hereafter closed under the terms of this franchise. The said grantee, its successors and as the said grantee, its successors and as-signs, shall, during the life of this fran-critise, maintain and keep said boxes or pipes in repair, over, through or under those portions of such streets closed un-der the terms of this franchise as shall be used and occupied by the grantee, its successors or assigns.

be used and becupied by the grantee, its successors or assigns.

The said grantee herein and its succes-sors and assigns shall, and by the accept-ance of the privileges and franchises herein granted, and in consideration of the same, does bind itself, its successors the same, does bind itself, its successors and assigns, upon its acceptance of this franchise to save it harmless from all suits, claims, demands and judgments whatsoever, whether in law or in equity, which shall be asserted found or rendered in any manner whatsoever against said city for injury or damage to abutting property by reason of the vacation, closing, occupation, change of grade of any of such streets, alleys, highways or crossings herein mentioned; and that the grantee herein, its successors or assigns, will pay the amount of any judgment, determination or adjudication, which in any such suit or proceeding may or shall be rendered, found or assessed against Sair

termination or adjudication, which in any such sult or proceeding may or shall be rendered, found or assessed against Salt Lake City by reason of the premises Sec. 3. The rights and franchise here-by confirmed and granted are for the term of one hundred years from and after the passage of this ordinance Sec. 4. If this grant be not accepted on or before the 1st day of March, 1996, the same shall be void and of no effect. Sec. 5. This ordinance shall take effect from and after its passage

Sec 5. This ordinance shall take effect from and after its passage. Passed by the City Council of Salt Lake City, Utah, January 27, 1966, and referred to the Mayor for his approval.

J. B. MORETON, City Recorder, Approved this 21st day of January, 1966.
EZRA THOMPSON, Mayor.

State of Utah, city and county of Salt Lake—as.

1. J. B. Moreton, City Recorder of Salt Lake City, Utah, do hereby certify that the above and foregoing is a full, true and correct copy of an ordinance entitled. "An ordinance granting to Western Pacific Railway company a right of way in and across certain streets in Salt Lake City, Utah," passed by the City Council of Salt Lake City, Utah, January 27, 1906, and approved by the Mayor January 31, 1906, as appears of record in my office. In witness whereof, I have hereunto set my hand and affixed the corporate seal of said city, this list day of January 1906. (Seal.)

J. B. MORETON, City Recorder, 21 State of Utah, city and county of Salt

AN URDINANCE

Confirming and granting to the Rio Grande Western Railway company a right-of-way in certain streets in Salt Lake City, Utah, to construct railroad tracks, a passenger depot and to vacatcertain streets.

Be it ordained by the City Council of Salt Lake City, Utah:

Section 1. That the franchise hereto-fore granted to the Sait Lake & Fort Douglas Railway company and its suc-cessors and assigns to construct and operate a line of railroad in Fourth West street from Eighth South street to Fifth North street, and thence northwesterly across streets of the city to Ninth North North street, and thence northwesterly across streets of the city to Ninth North street, with side and switch tracks and connections (provided, there shall be no side or switch tracks between North Temple and Fifth North streets), and to which franchise and right-of-way the Rio Grande Western Builway company has become the sassignee and successor in interest of the grantee, is hereby confirmed and granted to the last-named company. Its successors and assigns, but under and subject to the limitation that such track from the acuts side of North Temple street to the north side of Fifth North street shall be laid and maintained on the west side of the track of the Oregon Short Line Railroad company, as now located in said street, and the further right-of-way is hereby granted to the Rio Grande Western Bailway company, its successors and assigns, to lay, maintain and operate on the west side of the right-of-way above confirmed and granted, with side and switch tracks, cross-overs and connections, an additional standard gauge main track on Fourth West street from Eighth South street to the south side of North Temple street. A franchise and right-of-way is also hereby granted to the Rio Grande Western Railway company, its successors and assigns, to construct, maintain and operate an additional standard gauge track across the streets of said city from the north side of Fifth North street on Fourth West street for health of the Rio Grande Western Railway company, its successors and assigns, to construct, maintain and operate an additional standard gauge track across the streets of the city northwesterly across the streets of the city to Ninth North street, and from the last-named point a main standard gauge double track line across the streets of the city northwesterly to a connection with such company and line as now located, at or near Lincoln avenue, in Superior Addition to Sait Lake City. A franchise and further right-of-way is hereby granted to said grantee, its successors and assigns, to lay, maintain and operate treet, with side and switch tracks and onnections (provided, there shall be no ide or switch tracks between North Tem-

also hereby granted to the Rio Grand Western Raliway company, its successor and assigns, to construct in and acros Third South street, between Fourth Wes street and a line north and south Third South street, 330 feet east east side of Fourth West street city, a passenger depot, with app and accessories required and to n and use said buildings and th and use said obtaining and their anproaches and accommodations as a passenger depot; and also to construct, maintain and operate in said city railroad
tracks is said part of Third South street
and on the west half of blocks 47 and 62,
plat "A." Sail Lake City survey, and on
the east side of Fourth West street between points 410 feet north of the north
line of Second South street and 416 feet
south of the south side of Fourth South
street, with as many main, side, switch
and connecting tracks as may be required
for ingress and egress of trains to and
from said passenger depot and for the
convenient use and accommodation thereof, including the right to lay, maintain
and use such side, switch and connecting
tracks as may be necessary, across Second South and Fourth South streets, near
their connection with Fourth West street; their connection with Fourth West street; provided, that at no time shall the grantee herein allow any railway coaches or other rolling stock to remain standing on said Second South street or Fourth South street.

A franchise and right-of-way is also hereby stanted to such street.

A franchise and right-or-way in hereby granted to such grantee, its successors and assigns, to construct, maintain and operate an additional standard talls and switch with side and switch gauge main track, with side and switch tracks, cross-overs and connections, from Second South street to the north limits of Salt Lake City, such track to lie on the west side of and to be parallel with the main track of such grantee through Salt Lake City; provided, that such grantee shall move its present track so as to make the center line of Sixth West street, so far as practicable.

shall move its present track so as to make the center line of Sixth West street, so far as practicable, an equal distance from the centers of such two main tracks. Such railway company shall build and maintain a subway or an elevated footway or bridge to accommodate foot passengers passing east and west along Third South street between some convenient point in Fourth West street and another convenient point between Third and Fourth West streets, the same to be over, through or around the proposed passenger station of such railway company, and over the tracks used in connection therewith.

Sec. 4. That the easterly half of Fourth West street between the south side of Second South and the north side of Fourth South streets, including the sidewalk, and also Third South street, including the sidewalk, and also Third South street, including the sidewalk, and also Third South street, including the sidewalk streets for a distance of 16 rods east of the west boundary of blocks 47 and 62, plat "A." Salt Lake City survey, be and the same are hereby vacated as public streets and closed to public use and travel, and the exclusive right to occupy and use the same for railroad and depot purposes is hereby granted to the Rio Grande Western Railway company, its successors and assigns; provided, however, that streets not less than 66 feet in its successors and assigns; provided, how-ever, that streets not less than 66 feet in width be made and provided by the grantee over the lands belonging to it and grantee over the lands belonging to it and lying easterly of and adjoining the said depot buildings, and extending from Third South street and northerly from Third South street to Second South street, the same to be dedicated to the public use and to be maintained by the city as public streets during the period of this franchise, and so long as the said passenger depot shall be mail tained and operated. Provided, the Utah Light & Railway company, its successors and assigns, in lieu of its franchise on the portion of Third South street so closed, is hereby granted a franchise for a double track on said two new streets to be opened north and south, the same to be for the same granted a transmise for a double track on said two new streets to be opened north and south, the same to be for the same length of time and on the same conditions as the franchise now enjoyed by such street railway company on said Third South street.

as the franchise now enjoyed by such street railway company on said Third South street.

Salt Sec. 5. During the term of this franchise the said grantee shall be subject to the following conditions, viz. That said railway tracks shall be laid upon and conform to the established grade of the several streets upon which Paylake and they may be laid and if said grade is afterward changed by order of the City conneil. the grantee shall at its own expense change the tracks so as to conform to the same, and shall between Ninth ary fince. The same and shall between Ninth to the same, and shall between Ninth ary fince of the top of the rails, provided at the trailway tracks are built shall be payed, then said grantee, its successors and assigns, shall paye between the rails and for a space of two feet outside

of each rail, with the same material as that used in the street pavement, but the provisions above contained in reference to ballasting and paving shall not be deemed to include the portions of streets which are herein vacated as public streets.

Second—That said grantee shall gravel and maintain in good condition at the established grade, the streets exclusive of the sidewalks along which the tracks ran, subject to the approval of the Supervisor of Streets.

Third—Said grantee shall put in and maintain such crossings where the line of railway tracks intersect the streets of said city as shall from time to time be required by the City Council.

Fourth—The tracks shall be laid and the road operated so as to cause no unnecessary impediment to the common and ordinary use of said streets upon which they are laid, except as hereinbefore provided.

Eith—That said grantee, its successors

they are laid, except as hereinbefore provided.

Fifth—That said grantee, its successors and assigns, shall lay and maintain sufficient boxes or pipes to convey all the water required to flow along the said streets crossed by said rallway tracks, the same to be of such dimensions as will permit the free passage of all water or dinarily flowing in or along such streets. Including all streets crossed as well as those not crossed, and where said boxes or pipes are laid along the lines of streets now existing, but which may be hereafter closed under the terms of this franchise. The said grantee, its successors and assigns shall, during the life of this franchise, maintain and keep said boxes or pipes in repair, over, through or under the terms of this franchise as shall be used and occupied by the grantee, its successors or assigns.

Sixth—That said grantee, its successors or assigns, hereby waive the right and privilege to ever protest against the paying, or other public improvements, of such two new streets to be opened north and south as aforesaid.

street between the south side of Sixth South street and the north side of Ninth South street and the north side of Ninto South street, including sidewalks and also the west half of Fifth West street between the south side of Second South street and the north side of Ninth South street, including sidewalks (excluding in street, including sidewalks (excluding in both cases east and west street intersections now legally open), and Woodbine avenue, between center of Vine street and south line of Ninth South street, and all that part of Rose, Myrtle, Vine, Evergreen and Ivy streets, and Remington avenue, as well as all alleyways, lying west of a line 25 feet easterly of and parallel to the center line of the easterly track of the Rio Grande Western Rallway company as it may be located from a point on Fourth West street and Eighth South street and southwesterly to a connection with its main track as provided in section 2 hereof, and all that part of Fifth West street produced southerly from Ninth South street to the north side of an alley running east and west in block 2, Remington park subdivision, including all sidewalks, be and the same are hereby vacated as public streets and closed to public use and travel, and the exchalve right to occupy and use the same for callroad machine shops and depot purposes is hereby granted to the Rio oth cases east and west street intere pot purposes is hereby granted to the Rio Grande Western Rallway company, its successors and assigns. Provided, Fifth West street between

Provided, Fifth west street between Second South and Ninth South streets, and Sixth West street between Sixth South and Ninth South streets shall be opened their full width whenever said grantee fails to maintain machine shops in Sait Lake City.

grantee fails to maintain machine shops in Sait Lake City.

Provided, that the cast half of Fifth West street, commencing at Second South street, thence south to Ninth South street, shall be graded and gravelled, by and at the expense of said grantee, subject to the approval of the City Engineer and Supervisor of Streets of gaid granter; provided, that in the grading and gravelling of said street said granter shall roll the said street by and at its own cost and expense.

Sec. 7. The depot or passenger station herein referred to, and which the grantee herein proposing to construct, shall cost when completed, not less than two hundred thousand dollars.

dred thousand dollars.

Sec. 8. The said grantee, its successors and assigns shall, within sixty days from the approval of this ordinance, accept in writing, filed with the City Recorder, this franchise and the grants and privileges herein given, together with the conditions upon it binding, and shall within one year from the date of such acceptance commence the actual construction work on its yards, depot and buildings, and complete that a failure to accept this franchise, or a failure to commence work and complete the same as herein provided and within the time limits specified, shall work a forfeiture of all rights of the grantee hereunder.

The said grantee herein and the same as herein provided.

siture of all rights of the grantee here-nder.

The said grantee herein and its succesfor and assigns, shall, and by the ac-ceptance of the privileges and franchises herein granted, and in consideration of the same, does bind itself, its successors herein granted, and in consideration of the same, does bind itself, its successors and assigns, upon its acceptance of this franchise, to save it harmless from all suits, claims, demands and judgments whatsoever, whether in law or in equity, which shall be asserted, found or ren-dered in any manner whatsoever against and city for injury or damage to abutting said city for injury or damage to abutting property by reason of the vacation, closing, occupation, change of grades of any of such public streets, alleys, highways or crossings herein mentioned; and that the grantee herein, its successors or assigns, will pay the amount of any judgment, determination or adjudication, which in any such suit or proceeding may or shall be rendered, found or assessed against Sait Lake City by reason of the premises. aid city for injury or damage to abutting

9. The rights and franchise hereby firmed and granted are for the term firmed and granted are for the term one hundred years from and after the sage of this ordinance cc. 19. If this grant be not accepted on before sixty days the same shall be

or before sixty days the same shall be vold and of no effect.

Sec. 11. This ordinance shall take effect from and after its passage.

Passed by the City Council of Salt Lake City, Utah, January 27, 1306, and referred to the Mayor for his approval.

J. B. MORETON,

City Recorder,

Approved this 31st day of January, 1306,

EZRA THOMPSON, Mayor.

State of Utah, city and county of Sait Lake, ss.:

I. J. B. Moreton, City Recorder of Sait Lake City, Utah, do hereby certify that the above and foregoing is a full, true and correct copy of an ordinance entitled. "An ordinance confirming and granting to the Rio Grande Western Railway company a right-of-way in certain streets in Sait Lake City, Utah, to construct railroad tracks, a passenger depot and to vacuate certain streets,' passed by the City Council of Sait Lake City, Utah, January 37, 1906, and approved by the Mayor January 31, 1906, as appears of record in my office.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of said city, this 31st day of January, 1806.

J. B. MORETON, (Seal.)

City Recorder, Bill No. 5. State of Utah, city and county of Sait

WAHA IRRIGATION SYSTEM.

Lewiston, Idaho, February 1, 1966.
Sealed proposals will be received at the office of the Waha-Lewiston Land and Water company, at Lewiston, Idaho, until 3 p. m. March 31, 1906, for the construction of 18 miles of Flood-water. Catchinent Ditch, 4 miles of Main Supply Ditch and 2 Storage Reservoirs situation. Ditch and 2 Storage Reservoirs, situated on Craig Mountain, Nez Perce County,

Idaho.

This work involves the handling of some 310,000 cubic yards of earth, 298,000 cubic yards of rock and construction of about 18,000 cubic yards of concrete and other masonry, and about 4000 lineal feet of tunnels.

A certified check, or a Trust company's

A certified check or a Trust company's Proposal Bond, for a sum equal to 5 per cent of the amount of the bid must accompany each bid, and the successful bidder will be required to enter into a contract at once and furnish satisfactory bond in the sum equal to 40 per cent of the amount of the contract as a guarantee of the proper execution of the contract within the time specified. The company reserves the right to reject any and all bids.

Bids will be received (1) for the construction of the ditches (2) the reservoirs and (3) the tunnels, or for the entire work. Plans and specifications are on file at the office of the company at Lewiston, Idaho.

Additional information furnished upon application.

WALTER H. GRAVES

WALTER H. GRAVES, Engieer,

NOTICE.

Notice is hereby given by the City Council of Sait Lake City of the intention of such Council to make the following described improvement, to-wit:

To grade, gutter, curb and pave with asphalt Second South street from the west side of Third East street to the west side of Third East street, in paving district No. 19. It is intended to make said asphalt pavement between the west side of Third East street and the center of Sixth East street innety-two (22) feet wide between the curbs. Between the center of Sixth East street and the west side of Tenth East street (except at intersections, which are 132 feet wide) it intended to make said asphalt pavement seventy-two (72) feet wide between the curbs it is intended to make said curbs and gutters of concrete, the latter to be two and five-tenths (2.5) feet in width.

said curbs and gutters of concrete, the latter to be two and five-tenths (2.5) feet in width.

The total amount of the abutters' portion of the cost and expense of said improvement, estimated at eleven (\$11.00) dollars per front foot between the west side of Third East street and the center of Sixth East street and 75.100 (\$3.75) dollars per front foot between the center of Sixth East street and the west side of Tenth East street will be raised and made by a local assessment upon the following lots and parcels of land within the district to be affected and benefited by said improvement, to-wit:

Fronting on Second South street between Third East and Sixth East streets:
All of lots 5, 6, 7 and 8, block 49.
All of lots 1 and 2, block 54.
All of lots 1, 2, 3 and 4, block 54.
All of lots 1, 2, 3 and 4, block 54.
All of lots 1 and 2, block 52, plat "B. Sait Lake City survey.

Said land above described lies upon said Second South street, between said Third East and said Sixth East streets. and comprises a total frontage upon said Second South street of 300 feet. The total cost and expense of making said improvement apportioned to the above described abutting property being estimated at forty-three thousand five hundred and sixty (44,560 60) dollars, or eleven (511.00) dollars per front foot of abutting property.

Frentling on Second South street, be-

tween Sixth East and Tenth East Effects.
All of lots 5 and 6, block 46.
All of lots 1, 2, 2 and 4, block 53.
All of lots 1, 2, 2 and 4, block 53.
All of lots 5 and 2, block 54.
All of lots 5 and 6, block 44.
All of lots 5, 6 and 6, block 54.
All of lots 5, 6 and 8, the east 74.5 feet and the west 74.5 feet of lot 7, block 43.
and all of lot 2, and the east 270 feet of lot 1, block 56, plat "B," Salt Lake City survey.

Said land has above described lies upon said Second South street between said Sixth East and said Tenth East streets, and comprises a total frontage upon said Second South street of 5204 feet. The total cost and expense of making said improvement apportioned to the above described abutting property being estimated at forty-five thousand five hundred and thirty-five (445,526.00) dollars, or eight and 75.100 (18.75) dollars per front foot of abutting property

and 75.100 (18.75) dollars per front foot of abutting property.

The total cost of said improvement, including portion to be paid by the city, is estimated at one hundred and twenty-four thousand five hundred forty-three and 68.100 (19.64.64.65) dollars, of which amount said city is to pay thirty-five thousand four hundred forty-eight and 68.100 (19.6.48.65) dollars, and said abutting property is to be assessed for the balance, to-wit, eighty-nine thousand and ninety-five (189.666.00) dollars, in the manner aforesaid.

aforesaid.

All protests and objections to the carrying out of such intention must be presented in writing to the City Recorder on or before the 12th day of March, 1908, being the time set by said Council when it will hear and consider such protests and objections as may be made thereto.

By order of the City Council of Sait Lake City, Utah

Dated January 29, 1908.

City Recorder.

Paving Extension No. 19. City Recorder.

NOTICE OF ASSESSMENT.

Raymond-Illinois M.ning company.—
Location of principal place of business,
Sait Lake City Utah.

Notice is hereby given that at a meeting
of the Directors of the Raymond-Illinois
Mining company, duly held on the 2nd
day of February, 1908, an assessment of
one-half a cent per share per month for
three months was levied on the outstanding capital stock of the corporation, payable as follows:

One-half a cent per share payable immediately to M. B. Johnson at rooms
Nos. 504 and 508 Atlas Block, Balt Lake
City, Utah. Any stock upon which this
assessment may remain unpaid on the
5th day of March, 1906, will be delinquent
and advertised for sale at public auction,
and unless payment is made before, will
be sold on the 26th day of March, 1906, to
pay the delinquent assessment, together
with the cost of advertising and expense
of sale.

One-half a cent per share shall be pay-

with the cost of sale, of sale, on the 27th day of March, 1906, to M. Tooms Nos. 504 and 505 One-half a cent per share shall be payable on the 27th day of March, 1908, to M. B. Johnson at rooms Nos. 504 and 505 Atlas Block. Sait Lake City. Utah. Any stock upon which this assessment may remain unpaid on the 28th day of April, 1906, will be delinquent and advertised for sale at public auction, and unless payment is made before will be sold on the 18th day of April, 1906, to pay the delinquent assessment, together with the costs of advertising and expense of sale.

And one-half a cent per share shall be payable on the 16th day of April, 1908, to M. B. Johnson at rooms Nos. 504 and 505 Atlas Block. Sait Lake City. Utah. Any stock on which this assessment may remain unpaid on the 17th day of May, 1908, will be delinquent and advertised for sale at public auction, and unless payment is made before, will be sold on the 4th day of June. 1906, to pay the delinquent assessment, together with the cost of advertising and expense of sale.

Secretary Raymond-Illinois Mining Company.

NOTICE OF STOCKHOLDERS' MEETING.

MEETING.

To the stockholders of the Utah Realty company, a corporation. Take notice—That a special meeting of the stockholders of the Utah Realty company, a corporation, organized, existing and doing business under and pursuant to the laws of the State of Utah, will be held at the office of the company, room 172. David Kelth building, Salt Lake City, State of Utah, on Thursday, 16th day of March A. D. 1966, at the hour of 2 o'clock p. m. of sald day. The purpose of said meeting is to amend the Articles of incorporation of said Utah Realty company so as to increase the capital stock of said company from ten thousand shares of the par value of ten dollars each to twenty thousand shares of the par value of ten dollars each articles will read as follows, to wit VI.

That the amount of the capital stock of said corporation so that said articles will read as follows, to will that the amount of the capital stock of said corporation shall be two hundred thousand (\$20,000) dollars, which shall be divided into twenty thousand (\$20,000) shares of the par value of ten (\$10) dollars each.

In witness whereof we have hereunto

In witness whereof we have hereunto set our hands this 20th day of February, 1905.

THOMAS KEARNS, President. Frank J. WESTCOTT, Secretary, 81575

NOTICE OF ASSESSMENT.

Copper Ranch Mining Company, a corporation, "incipal place of business Salt Lake City. Utah.

Notice is hereby given that the board of directors of the Copper Ranch Mining company, a corporation, principal place of business Salt Lake City. Utah, mer at Salt Lake City, Utah, on Friday, the 16th day of February, 1908, and levled an assessment of three-fifths (3-5) of one cent per share upon all of the outstanding company, payable to A. E. Beveridge, Assistant Secretary, 233 Atlas Block, Salt Lake City, Utah.

Any stock upon which this assessment may remain unpaid on the 2th day of March, 1908, will be delinquent and advertised for sale at auction, and unless payment is made before, will be sold on the 17th day of April, 1908, at 2 o'clock p. m., to pay the delinquent assessment thereon, together with cost of advertising and expense of sale.

Assistant Secretary, Copper Ranch Min.

pense of sale.

A. E. BEVERIDGE,
Assistant Secretary, Copper Ranch Mining Company, 28 Atlas Block, Salt Lake
City, Utah.

SECRET SOCIETY

Knights of Pythi-CALANTHE MYRTLE Every Monday, K. of P. Strock, C. C. C. E. Baker

LINCOLN lodge No. 21, K. et every Saturday evening, 1 ord

ROCKY MOUNTAIN lodge No.
Thursday evening K of P. A
FRATERNAL UNION OF A
Evergreen lodge No. III mea
th Mondays at I O. F
Chalker. Secretary Box 76

KNIGHTS OF THE MACCA Lake City tent No. 2 Every L.O.O. F. hall, Visiting Knig LADIES OF THE MACCA Lake City hive No. 4 meet and third Monday, 3 p. m., I FRATERNAL ORDER OF Sait Lake acris No. 67 Every p. m., A. O. U. W. hall.

ROYAL ARCANUM-8 L C 2nd and 6th Thursday, Jen G. K. Smith, Regent, P. L. Independent Order of Odd

FIDELITY LODGE No. II.—
Meets every Wednesday
o clock, I. O. O. F. temple
come. N. H. Leonhard, N.
Smith, Secretary.

1. O. O. F. TEMPLE DIR.
Subordinate lodges meet a
Salt Lake lodge No. 12. W.
Enterprise lodge No. 12. W. NAOMI REBERAH LODG Meets every 2nd and 4th Sa ing of each month in Odd P plc, Market st.

FORESTERS OF AMERIC let and 2rd Wednesdays Knights of Columbus hall No South, C. E. White, F. C.

Woodmen of the We WOODBINE circle No. 4t Tuesday, 8 o'clock, at I. 0. SILVER MAPLE circle No.

A. A. S. RITE—The four bodies of the A. A. S. Rite a soury ho d stated meeting Thursday in each month at thail, corner West Temple and Sojourning breihren lavita.

Sidney W. Badeen, S. W. M. Jordan Lodge of Perio W. M. Jordan Lodge of Perio W. M. James Lowe Chanter of No. 1.

Ira O. Rhoades, K. C. Commander Salt Lake Council

H. N. Mayo, K. C. C. Of K. Utah Consistery Christopher Diehl, W. Registrar of all the B. UTAH CHAPTER NO. 1, R. convocation first Wedness menth at Masonic hall Com dially invited. Chas W. Moses C. Phillips, Secretary.

MT. MORIAH LODGE NO.

M.-Masonic hall second a month. Members of sister to journing members in good vited. A. H. Peabody, W. pher Diehi, Secretary.

ARGENTA LODGE NO.

A. M.—At Masonic Tuesday of each mabers of sister lodges a ling brethren invited. Harry W. M. Moses C. Phillips. WASATCH LODGE NO. 1. F.
Masonic hall second Friday
Members of sister lodges ab
rethren in good standing in
Wall Griffith, W. M. A. I.

EL KALAH TEMPLE A L

Third Wednesday of sick
sonic hall at 8 p. m. All se
ing invited J M. Maries,
W. L. Barnes, Recorder.

NOTICE. Notice is hereby given a Council of Sait Lake City of of such Council to make it described improvement, to a Constructing a cement added feet wide and four (4) inches south side of South Tempol tween Fifth East and Sixia in Sidewalk District No. II, the abutters portion of the pense thereof, estimated at a twenty-six (57:58,0) dollars per from foot, there being 650 feet a improvement, by a local asset

the lots or pieces of gr following described district, b improvement, namely: All of and 8, Block dl, Plat "B," \$4

All protests and one of an intention must be done to such intention must be done in writing to the City Rebefore the 19th day of Marrithe time set by said Council hear and consider such projections as n ay be made the jections as IT by be made there
By crder of the City ComLake City, Utah.
JOHN B. MORETON, ON
Dated February 5, 1988
Sidewalk Extension No. 38.

NOTICE.

Notice is hereby given by Council of Salt Lake City of tion of such Council to make ing described improvement. Extending and laying eral of 8-inch vitrified both sides of First Salt Lake City of the sides of First Salt Extending and laying eral of 8-inch vitrified both sides of First Salt Extending and laying eral of 8-inch vitrified both sides of First Salt Extending and streets. In sewer district No. fray the abutters' portion of epense thereof, estimated at milve hundred thirty-three and five hundred thirty-three and five hundred thirty-three and five hundred thirty-three and five hundred thirty-three and salt lars per front foot of abutin there being 1.19.75 feet abutin provement, by a local asset the lots or pleoes of groups following described district to be affected or beset improvement, namely: All of and 8 block 85; all of lot, a 189.75 feet of lot 2 block 9. Salt Lake City Survey.

All protests and objected carrying out of such intents presented in writing to the City on or before the 12th day of being the time set by said objections as may be made and objections. Dated February 5, 1996.

Je MORETON, City Sewer extension No. 174.

DELINQUENT NOT

Joe Bowers Mining company place of business Salt Lake. Notice: There are delinques, following described stock, as assessment levied on the lith uary, 1206, the several amount site the names of the respectively.

No.

No.

Cerl. Name

818-J. H. Bean.

1216-W. G. Munroe.

1421-J. H. Bean.

1479-W. O. Munroe.

2559-W. W. Rivers.

2564-W. G. Munroe.

And in accordance with law of the Board of Directors.

21sth day of January 1905 so may of each parcel of stock as may of each parcel of stock as may of each parcel of stock as may of march, 1906, at the hour of March, 1906, at the hour on, together with the costs of and expense of salu.

A. J. GUNNELL